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of a church tribunal in a case relating solely to church discipline. A judgment of the highest tribunal of a religious denomination, deposing a clergyman from the ministry, will be recognized, and enforced by an injunction forbidding him to act further in that capacity in his former parish.

Review of Appeal—Admission.—*Alderman v. Savage*, 40 N. E. Rep. 639 (Ind.). Appellant entered into an agreement with appellee, in which the latter undertook to insert a certain advertisement in thirteen continuous editions of a weekly newspaper. In a suit for the contract price, the admission of appellant that the "ad" was printed in each of the papers for thirteen successive weeks, although he denied that it was inserted in *all* the issues of each paper, was held sufficient to warrant a verdict for appellee.

Shipping—Bill of Lading—Excepted Perils.—*Brauer v. Campania Navigacion La Flecha*, 66 Fed. Rep. 776. A bill of lading exempted a carrier by sea from liability for accidents to cargo occasioned by the negligence or error of judgment of the shipmaster. Held, that this did not relieve him from liability for cargo thrown overboard during a severe storm, when it appeared that the sacrifice was not necessary to the preservation of other property or the ultimate safety of the ship.

Statute of Frauds—Sale of Goods—Receipt.—*Moore v. Hays*, 40 N. E. Rep. 638 (Ind.). Appellant sells corn to C on an oral contract and at the same time orders him to take it away. C directs appellee to remove the corn from appellant's pen and in turn is sued for its value. Mere words would not constitute a delivery, but here there was actual receipt of the goods by the purchaser, or by another under his direction, which amounts to the same thing, and the agent of the purchaser is not liable to the seller for the value of the corn, his receipt of the goods having the effect of taking the contract of sale out of the statute of frauds.

Tenancy from Year to Year—How Created—Tenant Holding Over.—*Kleespies v. McKenzie*, 40 N. E. Rep. 648 (Ind.). Where a tenant under a lease for years holds over, and the landlord thereafter accepts or demands rent, a tenancy from year to year is created, which may be terminated by ten day's written notice to quit, in case of default in payment of rent. It is on the same footing with tenancies established by the occupancy of the tenant